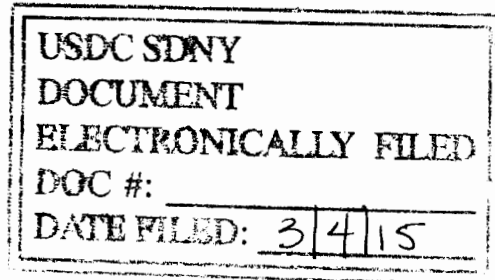


UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



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IN RE: METHYL TERTIARY BUTYL  
ETHER ("MTBE") PRODUCTS  
LIABILITY LITIGATION

:  
: Master File No. 1:00-1898  
: MDL 1358 (SAS)  
: M21-88  
:

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This document relates to:

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*Orange County Water District v. Unocal*  
*Corp, et al., 04 Civ. 4968 (SAS)*  
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**REVISED [PROPOSED] ORDER GRANTING DEFENDANT LYONDELL CHEMICAL  
COMPANY'S MOTION FOR GOOD FAITH SETTLEMENT DETERMINATION**

The Court having considered the Motion for Good Faith Settlement Determination (the "Motion") of Defendant Lyondell Chemical Company, individually and as successor-in-interest to Defendant ARCO Chemical Company, the Delaware corporation (collectively, "Lyondell"), the Memorandum of Law submitted in support thereof, the accompanying Declaration of John J. DiChello with exhibits thereto, and other evidence, all the pleadings, filings, and proceedings in this action, and any arguments of counsel:

**IT IS HEREBY ORDERED** that Lyondell's Motion is **GRANTED**, and that:

1. The settlement entered into between Plaintiff Orange County Water District ("OCWD") and the Creditor Representative appointed under the confirmed plan of reorganization in Lyondell's chapter 11 proceeding pending in the United States Bankruptcy Court for the Southern District of New York, captioned *In re: Lyondell Chemical Company et. al.*, Chapter 11, Case No. 09-10023 (REG) (Bankr. S.D.N.Y.), that resolves OCWD's claims against Lyondell in this matter and of which Lyondell is an intended third-party beneficiary

under the settlement agreement (the "Settlement Agreement") is hereby determined to be a good faith settlement within the meaning of California Code of Civil Procedure §§ 877 and 877.6 and case law interpreting those sections, including *Tech-Bilt, Inc. v. Woodward-Clyde & Assoc.*, 38 Cal. 3d 488 (Cal. 1985).

2. The negotiations of the Settlement Agreement between OCWD and the Creditor Representative were conducted fairly, in good faith, and at arm's length. There is no evidence of bad faith, fraud, collusion, or any intent to impact unfairly or injure the rights or interests of other Defendants, former Defendants, prior settling Defendants, or others.

3. Pursuant to California Code of Civil Procedure § 877.6(c), this good faith determination shall bar any and all further claims by any person, including, but not limited to, any Defendant, former Defendant, prior settling Defendant, cross-complainant, and/or former cross-complainant, against Lyondell and the "Released Parties," as that term is defined by the Settlement Agreement, for equitable comparative contribution, or partial or comparative indemnity, based on comparative negligence or comparative fault.

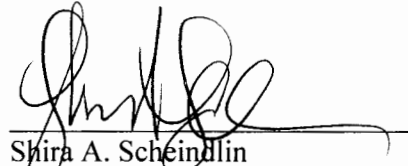
4. Pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Court determines that there is no just cause for delay and expressly DIRECTS the ENTRY OF JUDGMENT on the issue of the determination that the Settlement Agreement is a good faith settlement under California law and that Lyondell and the "Released Parties," as that term is defined by the Settlement Agreement, are protected from joint tortfeasor claims for contribution and indemnity in accordance with California Code of Civil Procedure § 877.6(c).

5. OCWD and the Creditor Representative agreed to settle OCWD's claims against Lyondell in this matter by allowing a general unsecured claim of \$9.35 million under the Third Amended Joint Plan of Reorganization for the LyondellBasell Debtors confirmed by the

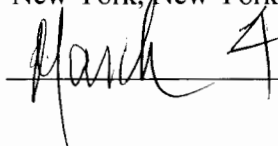
bankruptcy court on April 23, 2010, which became effective on April 30, 2010. As a result of that allowed general unsecured claim, OCWD is receiving 29,351 class A shares of LyondellBasell Industries N.V. common stock (NYSE: LYB), plus \$1,398,508 in cash as consideration for the release. The consideration paid for the release is valued collectively at \$4,000,000.

6. Pursuant to California Code of Civil Procedure § 877(a), the settlement shall reduce the claims against all other Defendants, jointly and severally, by the total sum of \$4,000,000.

**SO ORDERED:**

  
Shira A. Scheindlin  
U.S.D.J.

Dated: New York, New York

 4, 2015